

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.05-046

ANNUAL REQUIREMENTS FOR ADDITIONAL TREE MAINTENANCE

DATE: April 7, 2005

CONTRACT PERIOD: March 1, 2005 thru Febr. 28, 2006

CONTRACTOR: Mr Amoto Enterprises LLC
PO Box 29226
Lincoln NE 68529

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Rob Boyd
Telephone No.: 476-8873
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Contract (dated April 1, 2005)

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/files/sharpurc/awardnotifications/con05046

E.O. #72891
Dated:4/1/05

purchasing
copy of
originals

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Annual Services for Additional Tree Maintenance
AS PER SPECIFICATION 05-046**

**Contractor:
Mr Amoto Enterprises LLC**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 28th day of February 2005, by and between Mr Amoto Enterprises LLC hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Services for Additional Tree Maintenance, P.O. Box 29226 Lincoln NE 68529
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$ 61,700.00

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be Term of agreement is (1) year March 1, 2005 through February 28, 2006.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

John E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

William J. Leary
Mayor

Approved by Executive or No.
dated April 1, 2005

072891

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

(Address)

ATTEST:

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Mr Amoto Enterprises LLC
Name of Organization

Type of Organization

P.O. Box 29226, Lincoln NE 68529
(Address)

By: John Starn
Member

By: Bob Boyd
Member

IF AN INDIVIDUAL:

Name

Address

Signature

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

PROPOSAL
SPECIFICATION # 05-046

BID OPENING TIME: 12:00 NOON
DATE: February 23, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of the Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

REQUIREMENTS FOR:
TREE MAINTENANCE SERVICES CONTRACT

BID SECURITY REQUIRED: NO X

PERFORMANCE BOND REQUIRED: YES X \$5000

BIDDER IS BIDDING CONTRACT AS: On All Or None Award Basis

 ✓ Will Accept Bid Item By Bid Item Contract Award

BIDDING SCHEDULE

TREE MAINTENANCE SERVICES

NOTE: The estimated quantities needed are based upon previous bid prices for contractual tree maintenance services done and funds available to do such work, but does not specifically imply actual future work to be done. Therefore, a unit price for each diameter class within each bid item needs to be provided on bid proposal submitted.

<u>BID</u> <u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QUANTITY</u> <u>NEEDED</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Class II - Standard Tree Pruning			
	Less Than 6" Diameter	25	<u>30</u>	<u>750</u>
	7" - 12" Diameter	50	<u>40</u>	<u>2,000</u>
	13" - 18" Diameter	100	<u>50</u>	<u>5,000</u>
	19" - 24" Diameter	100	<u>70</u>	<u>7,000</u>
	25" - 30" Diameter	100	<u>85</u>	<u>8,500</u>
	31" - 36" Diameter	100	<u>105</u>	<u>10,500</u>
	37" - 42" Diameter	50	<u>125</u>	<u>6,250</u>
	42" + Diameter	50	<u>145</u>	<u>7,250</u>
			ITEM 1 TOTAL	<u>47,250</u>

<u>BID</u> <u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QUANTITY</u> <u>NEEDED</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2.	Tree Removal Including Stump			
	Less Than 6" Diameter	5	55 ⁰⁰	275 ⁰⁰
	7" - 12" Diameter	5	100 ⁰⁰	500 ⁰⁰
	13" - 18" Diameter	5	140 ⁰⁰	700 ⁰⁰
	19" - 24" Diameter	5	240 ⁰⁰	1200 ⁰⁰
	25" - 30" Diameter	5	350 ⁰⁰	1750 ⁰⁰
	31" - 36" Diameter	5	440 ⁰⁰	2200 ⁰⁰
	37" - 42" Diameter	5	540 ⁰⁰	2700 ⁰⁰
	42" + Diameter	5	620 ⁰⁰	3100 ⁰⁰
			ITEM 2 TOTAL	12,425

<u>BID</u> <u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QUANTITY</u> <u>NEEDED</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3.	Stump Removal			
	Less Than 6" Diameter	5	20	100
	7" - 12" Diameter	5	25	125
	13" - 18" Diameter	5	30	150
	19" - 24" Diameter	5	40	200
	25" - 30" Diameter	5	50	250
	31" - 36" Diameter	5	70	350
	37" - 42" Diameter	5	80	400
	42" + Diameter	5	90	450
			ITEM 3 TOTAL	2,025

NOTE: Diameter for bid items 1 and 2 is the trunk diameter measured at 4 2 feet above ground, known as diameter at breast height, or DBH. For multi-trunk trees the diameter (DBH) of the largest trunk will be considered as the diameter for such trees. When tree configuration (refer to Attachment H) will not allow accurate measurement at normal point (DBH), measurement will be taken below DBH to determine diameter of tree (tree starts to fork at 4 2 feet above ground and measurement is taken just below the start of the fork).

Diameter for Bid Item 3 shall be based upon the diameter of the cut stump as measured across the face (top) of the stump at its widest horizontal measurement, not including extension of surface roots.

TERM PRICE CLAUSE: Term of agreement is one (1) year from April 1, 2005 through March 31, 2005, with options to renew for three (3) additional one (1) year periods starting on April 1, 2005.

Bidder must state:

- (a) Bid prices firm for the full contract period: ____; or
 (b) Bid prices subject to escalation/de-escalation 3%.
 (c) If (b), state period for which prices will be firm: through June 30th 2006 or end of City of Lincoln's fiscal year in 06.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ YES ☐ NO

If ~~AYE~~ **YES**, Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidders equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE

RETURN TWO (2) COMPLETE COPIES OF PROPOSAL, QUALIFICATIONS OF BIDDER FORM, AND SUPPORTIVE MATERIALS.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. #05-046

COMPANY NAME Mr. Amoto Enterprises LLC SIGNATURE Rob Boyd
STREET ADDRESS OR PO BOX PO Box 29226 PRINT NAME Rob Boyd
CITY, STATE Lincoln, NE TITLE Co-owner
ZIP CODE 68529 DATE 2/18/05
TELEPHONE 402-476-8873 TERMS OF PAYMENT _____
EMPLOYER'S FEDERAL ID # 47-0784325
or SOCIAL SECURITY # _____

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATIONS BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, A SELF-ADDRESSED STAMPED ENVELOPE MUST BE ENCLOSED WITH YOUR BIDDING DOCUMENTS.